

97-84057-21

U.S. Railroad
Administration

Agreement between the
director general of...

Washington

1919

97-84057-21
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Z	U. S. Railroad administration.
Box 155	... Agreement between the director general of railroads in respect of railroads in federal operation and employees thereon represented by the United brotherhood of maintenance of way employees and railway shop laborers. Effective December 16, 1919. Washington, Govt. print. off., 1919.
	16 p. 17 ^{cm} .
	At head of title: United States Railroad administration. Director general of railroads. Washington, November 22, 1919.
	1. Railroads—U. S.—Employees. I. United brotherhood of maintenance of way employees and railway shop laborers. II. Title.
	Volume of pamphlets
	Library of Congress
	Copy 2.
	HD5119.R1U4 1919 a 20-26305
	(5) ONLY ED

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TECHNICAL MICROFORM DATA

FILM SIZE: 35mm

REDUCTION RATIO: 9:1

IMAGE PLACEMENT: IA (IIA) IB IIB

DATE FILMED: 3-28-97

INITIALS: MS

TRACKING # : 23059

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UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

Washington, November 22, 1919

AGREEMENT

BETWEEN THE

Director General of Railroads in respect of
Railroads in Federal Operation and Em-
ployees thereon represented by the United
Brotherhood of Maintenance of Way Em-
ployees and Railway Shop Laborers



Effective December 16, 1919



WASHINGTON
GOVERNMENT PRINTING OFFICE
1919

24 R. 13 Ma. 1923

HOURS OF SERVICE AND WORKING CONDITIONS GOVERNING EMPLOYEES HEREIN NAMED.

ARTICLE I.—SCOPE.

These rules govern the hours of service and working conditions of all employees in the Maintenance of Way Department (not including supervisory forces above the rank of foremen and not including the signal, telegraph and telephone maintenance departments), shop and roundhouse laborers, (including their gang leaders), transfer and turntable operators, engine watchmen, pumpers and highway crossing watchmen, except the following:

(a) Employees provided for in the national agreement with the mechanical crafts, dated September 20, 1919.

(b) Clerical forces and other employees provided for in Articles I and II, Supplement No. 7, General Order No. 27.

(c) Boarding car and camp employees provided for in Supplement No. 13, to General Order No. 27.

They supersede all rules, practices and working conditions in conflict therewith.

It is understood that this agreement does not annul agreements already in effect with other organizations unless and until a majority of the employees concerned express a desire for a change.

ARTICLE II.—SENIORITY.

Seniority datum.—Section (a). Seniority begins at the time the employee's pay starts.

(b) Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service with the railroad, as hereinafter provided.

Limits.—(c-1) Seniority rights of all employees are confined to the subdepartment in which employed.

(3)

(c-2) Except as provided in section (d) of this article and in section (h), Article III, when force is reduced the senior men, in the subdepartment, on the seniority district, capable of doing the work shall be retained.

Rights of laborers.—(d-1) Seniority rights of laborers, as such, will be restricted to their respective gangs, except that when force is reduced laborers affected may displace laborers junior in service on their seniority district.

(d-2) Seniority rights of laborers to promotion will be restricted to the territory under the jurisdiction of only one supervisor or other corresponding officer, except that for laborers in the mechanical department, such rights will be confined to the place where employed.

Rights of other than laborers.—(e) Seniority rights of employees of higher rank than laborers to new positions or vacancies will be restricted to the territory over which one superintendent, one division engineer, or one master mechanic, has jurisdiction. When force is reduced, foremen will have the right, before displacing other employees, to displace only foremen with the least seniority rights on their respective seniority districts.

In temporary service.—(f) Employees assigned to temporary service, may, when released, return to the position from which taken, without loss of seniority.

Roster.—(g) Seniority rosters of employees of each subdepartment by seniority districts, will be separately compiled. Copies will be furnished foremen and employees' representatives and be kept at convenient places available for inspection by employees interested.

Scope of roster.—(h) Seniority rosters will show the name and date of entry of the employees into the service of the railroad, except that names of laborers will not be included and their seniority rights will not apply until they have been in continuous service of the railroad in excess of six (6) months.

Roster revision.—(i) Rosters will be revised in January of each year and will be open to correction for a period of sixty (60) days thereafter.

Leave of absence.—(j) Employees given leave of absence in writing by proper authority of the railroad, for six (6) months or less, will retain their

seniority. Employees failing to return before the expiration of their leave of absence will lose their seniority rights, unless an extension has been obtained.

Notice of desire to retain.—(k) When employees, laid off by reason of force reduction, desire to retain their seniority rights, they must file with the officer of the subdepartment notifying them of the reduction, their address, and renew same each sixty (60) days. Failure to renew the address within seven (7) days after to return to the service within seven (7) days after being so notified, will forfeit all seniority rights.

Retention in transfer.—(l) Employees temporarily transferred by direction of the management, from one seniority district to another, will retain their seniority rights on the district from which transferred.

Change of district.—(m) In case of change in seniority districts, a relative proportion of the total employees affected will be transferred to and their seniority rights adjusted in the revised districts, by the management, with a properly constituted committee representing the employees.

Expense.—(n) Employees accepting positions, in the exercise of their seniority rights, will do so without causing extra expense to the railroad, except as provided in these rules.

ARTICLE III.—PROMOTIONS.

Basis of promotions.—Section (a). Promotions shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail; the management to be the judge.

Vacancies and new positions.—(b) In transferring employees to fill vacancies or new positions, the provisions of section (a) of this article will apply.

Limits.—(c) Employees are entitled to promotion, only on the district and in the subdepartment, over which their seniority rights prevail.

Declining.—(d) Employees declining promotion shall not lose their seniority, except to the employee promoted and only in the next higher rank of service.

Failing to qualify.—(e) Employees accepting promotion and failing to qualify within thirty (30) days, may return to their former positions.

Bulletin notice.—(f) New positions and vacancies will be bulletined within thirty (30) days previous to or following the dates such vacancies occur, except that temporary vacancies need not be bulletined until the expiration of thirty (30) days from the date such vacancies occur.

How made.—(g) Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of the gangs in the subdepartment of employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin. The appointment will be made before the expiration of thirty (30) days from the date the bulletin is posted and the name of the employee selected will then be announced. New positions or vacancies may be filled temporarily, pending permanent appointment.

Exceptions.—(h) The general rule of promotion and seniority will not apply to positions of track, bridge and highway crossing watchmen and signalmen at railway (non-interlocked) crossings but, when practicable, such positions will be filled by incapacitated employees from any department and preference in filling and retaining these positions will be determined by the degree to which incapacitated for other work, seniority in the service of the railroad and ability to perform the work.

ARTICLE IV.—DISCIPLINE AND GRIEVANCES.

Advice of cause.—Section (a). Employees disciplined or dismissed will be advised of the cause for such action, in writing, if requested.

Hearing.—(b) An employee disciplined or who feels unjustly treated, shall upon making a written request to the immediate superior within ten (10) days from date of advice, be given a fair and impartial hearing within ten (10) days thereafter and a decision will be rendered within twenty (20) days after completion of hearing. Such employee may select not to exceed three employees to assist at the hearing.

Transcript.—(c) A transcript of an employee's evidence, when taken in writing, will be furnished only to such employee upon verifying and signing same.

Copies for committee.—(d) A copy of all the evidence taken in writing at the hearing will be promptly made available for use of a properly constituted committee, when required in handling cases on appeal, of which notice has been given in accordance with section (e) of this article.

Appeal.—(e) An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases, if notice of appeal is given the official rendering the decision within ten (10) days thereafter. The right of the employee to be assisted by duly accredited representatives of the employee is recognized.

Exoneration.—(f) If the charge against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge, the employee has been removed from position held, reinstatement will be made and payment allowed for the assigned working hours actually lost, while out of the service of the railroad, at not less than the rate of pay of position formerly held or for the difference in rate of pay earned, if in the service.

Pending decision.—(g) Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shut-down by the employer nor a suspension of work by the employees.

Leave of absence.—(h) Employees serving on committees, on sufficient notice, shall be granted leave of absence and free transportation, for the adjustment of differences between the railroad and its employees.

ARTICLE V.—HOURS OF SERVICE, OVERTIME AND CALLS.

A day's work.—Section (a-1). Except as otherwise provided in these rules eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

(a-2) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty minutes shall be allowed in which to eat, without deduction in pay, when the nature of the work permits.

Hours paid for.—(a-3) Regularly established daily working hours will not be reduced below eight (8) to avoid making force reductions.

When less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on Sundays and holidays, or when, due to inclement weather, interruptions occur to regular established work periods preventing eight (8) hours work, only actual hours worked or held on duty will be paid for except as provided in these rules.

(a-4) Except as otherwise provided in these rules only the hours between the beginning and release from duty, exclusive of the meal period, shall be paid for.

Sunday work full-day period.—(a-5) Except as otherwise provided in these rules time worked on Sundays and the following holidays: New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

On roads where an agreement or practice more favorable to the employees is in effect such agreement or practice, in so far as it relates to this section (a-5), may be retained.

Sunday work less than full-day period.—(a-6) Except as otherwise provided in these rules when assigned, notified, or called to work on Sundays and or the above specified holidays, a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum allowance of two hours at overtime rate for two hours work or less, and at the pro rata hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week-day assignment shall be paid for on the actual minute basis at the rate of time and one-half time.

On roads where an agreement or practice more favorable to the employees is in effect such agreement or practice, in so far as it relates to this section (a-6), may be retained.

Overtime.—(a-7) Overtime for laborers in extra or floating gangs whose employment is seasonal and tem-

porary in character, when engaged in work not customarily done by regular section gangs, such as ballasting and rail laying including the tie renewals incident thereto, and ditching or in improvement work such as bank widening, grade and line changes, ripping and similar work, shall be computed for the ninth and tenth hour of continuous service, exclusive of the meal period, pro rata, on the actual minute basis and thereafter at the rate of time and one-half time. Such extra or floating gangs will not be used to displace regular section gangs.

(a-8) Overtime for regular section laborers and other employees except those covered in sections (a-7) and (a-12) of this article shall be computed after the eighth hour of continuous service, exclusive of the meal period, on the actual minute basis at the rate of time and one-half time.

Calls.—(a-9) Except as otherwise provided in these rules, employees notified or called to perform work not continuous with the regular work period, will be allowed a minimum of three (3) hours for two (2) hours work or less and if held on duty in excess of two (2) hours, time and one-half time will be allowed on the minute basis.

Service in advance of work period.—(a-10) Except as otherwise provided in these rules, employees will be allowed time and one-half time, on minute basis for service performed continuous with and in advance of regular work period.

(a-11) Employees who have completed their work period for the day and been released from duty, required to return for further service may, if conditions justify, be paid as if on continuous duty.

Watchmen etc.—(a-12) Except as otherwise provided in this section, positions not requiring continuous manual labor such as track, bridge and highway crossing watchmen, signal men at railway non-interlocked crossings, lamp men, engine watchmen at isolated points, and pumpers, will be paid a monthly rate to cover all services rendered. This monthly rate shall be based on the present hours and compensation. If present assigned hours are increased or decreased the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment except

that hours above ten (10) either in new or present assignment shall be counted as one and one-half in making adjustments. Nothing herein shall be construed to permit the reduction of hours for the employees covered by this section (a-12) below eight (8) hours per day for six (6) days per week. The wages for new positions shall be in conformity with the wages for positions of similar kind, class and hours of service where created.

Exceptions to the foregoing paragraph shall be made for individual positions at busy crossings or other places requiring continuous alertness and application, when agreed to between the management and a committee of employees. For such excepted positions the foregoing paragraph shall not apply.

Intermittent service.—(b) No assigned hours will be designated for employees, performing intermittent service, requiring them to work, wait or travel, as regulated by train service and the character of their work, and where hours can not be definitely regulated.

Beginning and end of day.—(c-1) Employees' time will start and end at designated assembling points for each class of employees.

Starting time.—(c-2) The starting time of the work period for regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six (36) hours notice.

Single shift days.—(c-3) Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6 a. m. and 8 a. m.

Single shift, day and night.—(c-4) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between 3 p. m. and 6 p. m.

Single shift night.—(c-5) Employees working single shifts, regularly assigned exclusively to night service, will start work period between 6 p. m. and 9 p. m.

Variation.—(c-6) For regular operations necessitating working period varying from those fixed for the general force as per sections (c-3), (c-4) and (c-5), the hours of work will be assigned in accordance with the requirements.

Meal period.—(d-1) When a meal period is allowed, it will be between the ending of the fourth hour

and beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees and employer.

Work during meal period.—(d-2) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the overtime rate and twenty minutes with pay in which to eat shall be afforded at the first opportunity.

Length of meal period.—(d-3) Unless acceptable to a majority of the employees directly interested, the meal period shall not be less than thirty (30) minutes nor more than one (1) hour.

Determining hourly rate.—(e) To compute the hourly rate of monthly rated employees, take the number of working days constituting a calendar year, multiply by eight and divide the annual salary by the total hours, exclusive of overtime and disregarding time absent on vacations, sick leave, holidays, or for any other cause. In determining the hourly rate, fractions less than one-fourth of one cent shall be as one-fourth of one cent; over one-fourth and under one-half, as one-half cent; over one-half and under three-fourths, as three-fourths; over three-fourths, as one cent.

Travel time in camp cars.—(f) Employees required by the management to travel on or off their assigned territory in boarding cars, will be allowed straight time traveling during regular working hours, and for Sundays and holidays during hours established for work periods on other days. When traveling in boarding cars after work-period hours, the only time allowed will be for actual time traveling after 10 p. m. and before 6 a. m., and at half time rate.

Authority for overtime.—(g) No overtime hours will be worked without authority of a superior officer, except in case of emergency, where advance authority is not obtainable.

Supervisory employees.—(h) Employees whose responsibilities and or supervisory duties require service in excess of the working hours or days assigned for the general force, will be compensated on a monthly rate to cover all services rendered, except that when such employees are required to perform work which is not a part of their responsibilities or supervisory

duties, on Sundays or in excess of the established working hours, such work will be paid for on the bases provided in these rules in addition to the monthly rate. For such employees, now paid on an hourly rate, apply the monthly rate, determined by multiplying the hourly rate by 208. Section foremen required to walk or patrol track on Sundays shall be paid therefor, on the bases provided in these rules, in addition to the monthly rate.

Assignments traveling.—(i) Employees temporarily or permanently assigned to duties requiring variable hours, working on or traveling over an assigned territory and away from and out of reach of their regular boarding and lodging places or outfit cars, will provide board and lodging at their own expense and will be allowed time at the rate of ten (10) hours per day at pro rata rates and in addition pay for actual time worked in excess of eight (8) hours on the bases provided in these rules, excluding time travelling or waiting. When working at points accessible to regular boarding and lodging places or outfit cars, the provisions of this rule will not apply.

Reporting and not used.—(j) Regular section laborers required to report at usual starting time and place for the day's work and when conditions prevent work being performed, will be allowed a minimum of three (3) hours. If held on duty over three (3) hours, actual time so held will be paid for.

Employees whose regular assignment is less than three (3) hours, are not covered by this rule. (This paragraph is to cover regular assignments such as care of switch lamps or other duties requiring short periods on Sundays or other days for special purposes.)

Special service.—(k-1) Where special work is done outside of regular work period and extra compensation agreed upon, overtime will not apply.

Absorbing overtime.—(k-2) Employees will not be required to suspend work, after starting any daily assigned work period, for the purpose of absorbing overtime.

Reductions.—(l) Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men.

Travel time.—(m) Employees not in outfit cars will be allowed straight time for actual time traveling by

train, by direction of the management, during or outside of regular work period or during overtime hours, either on or off assigned territory, except as otherwise provided for in these rules. Employees will not be allowed time while traveling, in the exercise of seniority rights or between their homes and designated assembling points or for other personal reasons.

Meals and lodging.—(n) In emergency cases, employees taken off their assigned territory to work elsewhere, will be furnished meals and lodging by the railroad, if not accompanied by their outfit cars. This rule not to apply to employees customarily carrying midday lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour. This rule will also not apply to employees temporarily transferred under section (l), Article II.

Witnesses.—(o) Employees taken away from their regular assigned duties, at the request of the management, to attend court or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing will be assigned to the railroad.

Composite service.—(p) An employee working on more than one class of work on any day, will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower rated positions, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced.

This rule not to permit using regularly assigned employees of a lower rate of pay, for less than half of a work-day period, to avoid payment of higher rates.

Female employees.—(q) The pay of female employees for the same class of work shall be the same as that of men and their working conditions must be healthful and fitted to their needs. The laws enacted for the government of their employment must be observed.

Work not performed.—(r) Except as provided in these rules no compensation will be allowed for work not performed.

ARTICLE VI.—GENERAL.

Discrimination.—Section (a). There will be no discrimination on account of membership or non-membership in an association of employees. Employees serving on committees will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad, when called for committee work.

Consent to transfer.—(b) Except for temporary service, employees will not be transferred to another division unless they so desire.

Camp cars.—(c) It will be the policy to maintain camp cars in good and sanitary condition and to furnish bathing facilities when practicable and desired by the employees and to provide sufficient means of ventilation and air space. All dining and sleeping cars will be screened when necessary. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman to see that cars are kept clean. When necessary, in the judgment of the management, kitchen and dining cars will be furnished and equipped with stoves, utensils and dishes, in proper proportion to the number of men to be accommodated.

Water.—(d) The railroad will see to it that an adequate supply of water suitable for domestic uses, is made available to employees living in its buildings, camps or outfit cars. Where it must be transported and stored in receptacles, they shall be well adapted to the purpose.

Week-end visits.—(e) Employees will be allowed, when in the judgment of the management conditions permit, to make week-end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for.

Tools.—(f) The railroads will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

Transferring household goods.—(g) Employees transferred from one location to another, by direction of the management, will be entitled to move their household effects without payment of freight charges.

(h) Employees transferring from one location to another, in exercising their seniority rights, will be entitled to move their household effects, without payment of freight charges, only once in each twelve (12) months' period.

Local saving clause.—(i) Any privileges or practices, necessary to meet local conditions and not conflicting with any rules of these articles are not affected.

Printing schedule.—(j) This schedule of working conditions shall be printed by the railroads and any employee affected thereby shall be provided with a copy on request.

Controversies.—(k) Controversies arising over the application of this schedule of working conditions shall be referred to Railway Board of Adjustment No. 3, in accordance with the provisions of General Order No. 53.

Rates.—(l) Rates of pay for the employees named herein authorized by Supplements Nos. 7 and 8 to General Order No. 27 including addenda and interpretations thereof, also any new rates which may hereafter be authorized by the Director General, shall become part of this agreement and shall remain in effect during Federal operation until changed as provided herein.

It is understood that adjustments made by Regional Directors, under authority of July 9, 1919, in the rates of pay of certain foremen and assistant foremen covered by this agreement which rates were made to compensate for all services rendered including overtime, are to be reconsidered by the Regional Directors and readjustments made, the overtime and other provisions of this agreement to be taken into consideration in making such readjustments and such readjusted rates to be made effective as of the effective date of this agreement.

Date effective and changes.—(m) This schedule of hours of service and working conditions takes effect December 18, 1919, and, except as otherwise herein provided, there will be no change in it during Federal

operation until after thirty days' notice has been given in writing by either party to the other.

Accepted for the rail- Accepted for the em-
roads in Federal opera- ployees:
tion:

WALKER D. HINES,
Director General.

A. E. BARKER,
President.

LEO I. KENNEDY,
J. C. BOYD,
J. S. MOORHEAD,
F. C. GASSMAN,
C. F. ORCUTT,
G. L. COOPER,
C. W. ROY,
G. H. FLYNT,
W. A. DAVIS,
ELMER E. MILLIMAN,
ARTHUR L. LYNCH,
IRA CULP,
A. M. EVERETT,
J. H. MYERS,
C. E. CROOK,

*National Committee of
United Brotherhood of
Maintenance of Way
Employees and Railway
Shop Laborers.*

DATED NOVEMBER 22, 1919.

**END OF
TITLE**